Inspection Contract

Jeff Smith Inspection Service LLC (COMPANY) agrees to conduct an inspection for the purpose of informing the Customer of major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATIONS OF LIABILITY below. The inspection and report are performed and prepared for the sole, confidential and exclusive use and the possession of the CUSTOMER. The written report will include the following only:

\*Structural condition and basement \* General interior, including ceilings,

\*Electrical, plumbing, hot water heater, floors, windows, insulation and

heating and air conditioning \* General exterior, including roof, gutter

\*Quality, condition and life expectancy chimney, drainage, grading

of major systems

\*Kitchen and appliances

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from this inspection; items and systems will not be dismantled.

Maintenance and other items may be discussed, but they are not part of our inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The inspection and report do not address and are not intended to address the possible presence of or a danger from any potentially harmful substance and environmental hazards including but not limited to radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, and water and airborne hazards. Also excluded are inspections of and reports on swimming pools, wells, septic systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of rodents, termites and other insects.

UNCONDITIONAL RELEASE AND LIMITATIONS OF LIABILITY

It is understood and agreed that the COMPANY is not an insurer and that the inspection and report are not intended or to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item, or system at the property address. The CUSTOMER hereby releases and exempts the COMPANY and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature.

In the event that the company and/or its agents or employees are found liable due to breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or any other theory of liability, then the liability of the COMPANY and/or its agents and employees shall be limited to a sum equal to the amount of the fee paid by the CUSTOMER for the inspection and report.

Acceptance and understanding of this agreement are hereby acknowledged:

Jeffrey Smith \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Representative  Customer Date

Please read the remarks printed on each page and call us for an explanation of any aspect of this report, written or printed, which you do not fully understand.